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5 UNITED STATES DISTRICT COURT  
6 WESTERN DISTRICT OF WASHINGTON  
7 AT SEATTLE

8 JERRY E. BROWER,

9 Plaintiff,

10 v.

11 LOWE'S COMPANIES, INC., LOWE'S  
12 HIW, INC., and HOMAX PRODUCTS, INC.,

13 Defendants.

14  
15 HOMAX PRODUCTS, INC.,

16 Counter-Claimant,

17 v.

18 JERRY E. BROWER,

19 Counter-Defendant,

20 v.

21 WALL REPAIR SYSTEMS, INC.,

22 Third-Party Defendant.  
23

Case No. 08-cv-800-JPD

ORDER OF DISMISSAL

24 Based on the stipulation presented, Plaintiff and Counter-Defendant JERRY E.  
25 BROWER ("BROWER"), Defendant and Counter-Claimant HOMAX PRODUCTS, INC.  
26 ("HOMAX") and Third-Party Defendant Wall Repair Systems, Inc. ("WRS") have reached an

1 agreement that resolves all issues between them as relates to the matters asserted in this  
2 lawsuit.

3 IT IS THEREFORE ORDERED that the claims by BROWER against HOMAX, the  
4 counterclaims by HOMAX against BROWER, and the third party claims by HOMAX against  
5 WRS are each hereby DISMISSED WITH PREJUDICE and without costs or attorneys' fees to  
6 any party.

7 Plaintiff BROWER's claims against Defendants LOWE'S COMPANIES, INC. and  
8 LOWE'S HIW, INC. were previously voluntarily dismissed without prejudice. *See* Dkt. No.  
9 13. Accordingly, because no claims remain, this action is DISMISSED. Each party will bear  
10 its own costs and fees.

11 DATED this 1st day of April, 2009.

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13 JAMES P. DONOHUE  
14 United States Magistrate Judge  
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